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THE UNITED STATES PATENT AND TRADEMARK OFFICE

INVENTOR(S): Mark Timothy Sullivan, et al.

EXAMINER: unknown

SERIAL NO: 09/933,606

GROUP ART UNIT: 2877

FILING DATE: August 20, 2001

RECEIVED

TITLE: Direct Combination Of Fiber Optic Light Beams

MAR 26 2002

THE ASSISTANT COMMISSIONER OF PATENTS  
WASHINGTON, D.C. 20231

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Declaration of Jack H. Wu under 37 CFR 1.47(a)

I, Jack H. Wu, hereby make the following declarations.

1. Presently, I am a Corporate Counsel in the Legal Department of Agilent Technologies, Inc. (Agilent), the assignee of the above-mentioned patent application ('934 Application). Agilent was a subsidiary of the Hewlett-Packard Company (HP) and was divested and legally separated from HP on June 2, 2000. Previously, I was a Corporate Patent Counsel in the HP Legal Department, and was employed by HP since January 1990. I became an Agilent employee when Agilent was separated from HP. As part of the separation agreements between HP and Agilent, Agilent was transferred all the rights, benefits and liabilities of the various businesses which HP assigned to Agilent. That assignment to Agilent included but was not limited to invention rights and the HP business entity, known at that time as the Santa Clara Division (SCD), that originally controlled certain portion of the invention claimed in the '934 Application. The invention claimed in the '934 Application is important Agilent's product line and protecting its business. The internal development of the product line related to the invention claimed in the '934 Application was personally known to me while I was an HP employee covering legal matters arising from SCD. That product line and all of SCD was assigned to Agilent and I continue to be the legal advisor to SCD as an Agilent employee. SCD has been reorganized and is now known as PMT (Precision Motion & Time).
2. With the exception of David H. Kittell, the other joint inventors of the '934 Application including Paul Zorabedian were all personally known to me and, like me, were previously HP employees during the time when I was an HP employee.

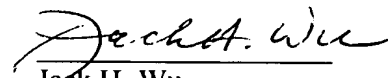
From time to time as an HP employee, I contacted these other joint inventors in connection with various HP legal matters including invention disclosures and patent applications. Joint inventors Mark T. Sullivan, Carol J. Courville and Kerry Bagwell then became Agilent employees along with myself. I have had and continue to have various communications with joint inventors Sullivan, Courville and Bagwell involving various Agilent matters.

3. Joint inventor Paul Zorabedian terminated his employment with HP on or about August 11, 1998.
4. Agilent received a Notice to File Missing Parts of Nonprovisional Application having a mailing date of October 15, 2001 (the Notice). A signed oath or declaration for the '934 Application is required to be submitted. Joint inventor Paul Zorabedian has declined to sign the needed papers for Agilent to comply with the Notice. Zorabedian made contributions to the invention claimed in the '934 Application when he was an HP employee. Exhibit A enclosed with this Declaration is a California Employee Invention Agreement (CEIA) signed by Zorabedian. Under the CEIA Zorabedian agreed to assign inventions and to assist when patent protection is to be obtained. As described above, Agilent is the successor in interest to all the rights, obligations and benefits of the business connected with and the invention claimed in the '934 Application.
5. Joint inventor Zorabedian resides at 2441 Benjamin Drive, Mountain View, CA 94043. The Agilent Legal Department has contacted Zorabedian on numerous occasions asking him to sign papers needed for the '934 Application. A copy of the '934 Application, a declaration and power of attorney, assignment and a cover letter requesting signatures were sent to Zorabedian in care of his above-listed residence address. Zorabedian returned all the papers and verbally informed us that he will not sign the documents requested by the Legal Department. Recently, I have attempted at three (3) times to contact Zorabedian at his current place of employment regarding this matter. He has not answered any of my telephone messages.

6. I further declare that all of the statements made herein are of my own knowledge arising from my investigation and involvement with this matter, are true, and that all statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated: 2-15-2022

Respectively submitted,

  
\_\_\_\_\_  
Jack H. Wu  
Reg. No. 29,992

Attachment: (Exhibit A)



## CALIFORNIA EMPLOYEE INVENTION AGREEMENT

### EXHIBIT A

Name: Paul Zorbedian Occupation: Development Engineer

- I. I am now a paid employee of the Hewlett-Packard Company (HP).
- II. As part of my job, I am expected to make new contributions and inventions of value to HP.
- III. This agreement concerns contributions and inventions conceived or made by me, alone or with others:
  1. while I am employed by HP;
  2. that relate to the business of HP or result from tasks assigned to me by HP; and
  3. that do not fully qualify under the provisions of California Labor code section 2870\*.
- IV. As to these, I agree:
  1. to disclose them promptly to HP;
  2. to assign them to HP; and
  3. to assist HP to obtain patent protection in all countries, HP to pay the expenses.

Paul Zorbedian  
Signature

Aug 17 1981  
Date

\* § 2870. Employment agreements; assignment of rights

Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (a) which does not relate (1) to the business of the employer or (2) to the employer's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.